

Table of Contents

General Plan Information	
Walgreen Health Plan Highlights	1
Walgreen Dental Plan Highlights	2
Eligibility	3
Eligibility for Coverage	3
Dependent Eligibility	3
Loss of Eligibility	4
Eligibility Exceptions	4
Qualified Medical Child Support Order	4
Enrollment	5
Online Enrollment	5
Paper Enrollment	5
Continued Participation	5
Open Enrollment	5
Changing from Part-Time to Full-Time	5
Enrolling Your Dependents	6
When Your Spouse is Also a Walgreen Employee	6
When Coverage Begins	6
Change of Address	6
Special Enrollment Rights	6
Change in Life Event	7
Special Enrollment Rights Under HIPAA	7
Open Enrollment Under a Spouse or Dependent's Plan	8
Domestic Partners	8
Verifying Your Coverage	8
Your Paycheck Stub	8
Plan Costs	8
How Your Premiums Are Paid	8
Domestic Partner Premiums	8
Health Plans	
Health Plan Quick Answers	9
Health Plans At-a-Glance	11
Preferred Provider Organization (PPO) Plans	12
Consumer Driven Health Plan (CDHP)	13
Details of the Walgreen Health Plans	14
Annual Deductible	14
Coinsurance	14
Co-Pay	14
Annual Out-of-Pocket Limit	14
Lifetime Maximum	15
Health Reimbursement Account (HRA)	15
Comparing Health Plan Designs	16
Health Plan Networks	17
Network Providers	17
If You Move	17
How to Find In-Network Providers	17
Network Web sites	17
Disadvantages of Out-of-Network Care	18
Vision and Hearing Discounts	18
Your Health Plan ID Card	18
Notifying Your Network of Services	18
Estimated Treatment Costs	19
Covered Dental Expenses	41
How You Save Using In-Network Providers	20
Managing Your Health	22
Tobacco-Free Program	22
Preventive Care	22
Health Support Programs	22
24/7 Health Support	23
Wellness Coaches	23
Health Assessment	23
Maternity Support Program	24
Cancer Support Program	24
Treatment Decision Support	24
My Walgreen Health Web site	24
Covered Services	25
Definition of Covered Services	25
When Service Are Covered	25
How Services Are Covered	25
Maximum Cumulative Benefits	25
What You Pay for In-Network Covered Expenses	26
Covered Medical Expenses	27
Medical Expenses Not Covered	31
Pre-existing Conditions	31
Expenses Not Covered	31
Prescription Drug Plan	
Walgreen Prescription Drug Plan	33
Eligibility	33
How the Plan Works	33
Prescription Limitations	33
Prescription Drugs Not Covered	33
How to Fill a Prescription	33
Medicare Part D Prescription Coverage	34
Prescription Drug Plan Information	34
Prescription Drug Plan Programs	34
Free Generics for Certain Chronic Conditions	34
Mandatory 90-Day Generic Prescriptions	35
Clinical Programs	35
Specialty Pharmacy Programs	36
Drug Utilization Review	36
More Information	36
Walgreen Dental Plan	
Dental Plan Quick Answers	37
Dental Plan Benefits	39
What the Plan Pays	39
Maximum Benefit	39
Deductible	39
Delta Dental Web site	39
Your Dental Benefits	39
Advantages of Using a Delta Dental Dentist	40
Delta Dental Networks	40
Maximum Plan Allowance	40
Eligible Expenses	40
Dental Health Management Program	40
Request for Predetermination of Benefits	40

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Preventive Services	41
Routine Services	41
Major Restorative Services	41
Orthodontia Services	42
Dental Expenses Not Covered	42
Company-Paid Life Insurance	
Life Insurance Plan Quick Answers	43
Company-Paid Life Insurance Plan	45
Eligibility	45
Plan Benefits	45
Other Life Insurance	46
Tax Considerations	46
Your Beneficiary	46
Changing Your Beneficiary	46
When Coverage Ends	46
Conversion Privilege	47
After Retirement	47
Coverage During a Leave	47
Extended Life Insurance for Totally Disabled	48
Early Cash for Terminally Ill Participants	48
Minnesota Life Insurance Provisions	48
Filing Claims	48
Administrative Details	
Administrative Quick Answers	49
Filing Your Health & Dental Claims	51
How to File a Health Plan Claim	51
Important Points	51
How to File a Dental Claim	52
Dental Surgery Claims	52
Subrogation, Third Party Reimbursement and Recovery of Benefit Overpayments	53
Claims Procedures	54
Initial Claims Determinations	54
Urgent Care Claims	54
Claims Submitted Before Medical or Dental Services Are Incurred	54
Claims Submitted After Medical or Dental Services are Incurred	54
Ongoing Course of Treatment	55
Claim Denials	55
Appealing a Denied Claim	55
Claim's Administrator's Review of Appeal	55
Potential Review of Appeal by the Plan Administrator	56
Notice of Decision on Appeal	56
Denial of Appeal	56
General Claims/Appeals Information	56
Coordination of Benefits	57
Coordination for a Walgreen Health Plan	57
Coordination for the Walgreen Dental Plan	57
When Coverage Ends and How to Continue It	59
When Coverage Ends	59
When Dependent Coverage Ends	59
Special Situations	59
Benefits After Dental Coverage Ends	60
Retiree Health Plan Coverage	60
Certificate of Creditable Coverage	61
Continuation Coverage (COBRA)	61
Notification and Election Procedures	62
Events That Can Extend Continuation Coverage	62
Adding New Dependents	62
Events That End Continuation Coverage	62
Other Important Coverage Information	63
Uniformed Services Employment and Reemployment Rights Act	63
ERISA Rights	64
Health Insurance Portability and Accountability Act of 1996 (HIPPA)	65
Amendment, Termination Rights, & Questions	67
More Information or to Report a Problem	67
Administrative Facts	68
Important Definitions	69
Quick Reference Contacts	73

This Summary Plan Description booklet describes the Walgreen Co. Major Medical Expense Plan, Walgreen Dental Plan, and Company-Paid Life Insurance Plan, effective January 1, 2010, except as otherwise noted. Read the information provided in this booklet so you understand your benefits and other relevant terms and conditions of the Plans.

These plans are governed by official plan documents, which consist of a governing document, that references this Summary Plan Description for purposes of describing the various plan provisions. Copies of the plan documents can be obtained by contacting the Plan Administrator listed at the end of this booklet. In the event of any discrepancy between this booklet and the provisions of the plan documents, the provisions of the plan documents will govern.

Walgreens reserves the right to amend, modify or terminate these plans, including any benefits provided under the plans or the amount of required contributions, at any time and for any reason. You will be notified of any changes to the plans within a reasonable amount of time, but not always before the time the change goes into effect. To determine the proper benefits at any given time, view the Summary Plan Description booklet (or plan documents) in effect at the relevant time.

As described in this booklet, all eligible employees have the option of a Walgreen Health Plan PPO 90, Walgreen Health Plan PPO 80 or the Walgreen Consumer Driven Health Plan (CDHP). All three health plan options are incorporated under the Walgreen Co. Major Medical Expense Plan. This booklet often references a "Walgreen Health Plan," which is the term used to describe any one of these plan options. There is also a retiree supplement to this Summary Plan Description, which describes the benefits available to eligible retirees.

Attention Important Notice/Atención Noticia Importante

This booklet contains a summary in English of your rights and benefits under the Walgreen Health Plans, Walgreen Dental Plan, and Walgreen Company-Paid Life Insurance Plan. If you do not understand any part of this booklet, contact MediClaim at 800-TALK-INS (800-825-5467).

Este boletín contiene un resumen, escrito en inglés, de sus derechos y beneficios bajo los Walgreen Health Plans, Walgreen Dental Plan, y Walgreen Company-paid Life Insurance Plan. Si no comprende ninguna parte de este boletín, ponerse en contacto MediClaim a 800-TALK-INS (800-825-5467).

Subrogation, Third Party Reimbursement and Recovery of Benefit Overpayments

Subrogation

If the Plan pays health or dental benefits for a sickness or injury that was caused by an act or omission of a third party, the Plan will be subrogated to all of your rights of recovery. Any time you receive benefits under the Plan, you must immediately notify the Claims Administrator of the name of any third party against whom you might have a claim as a result of your sickness or injury (including any insurance company that provides coverage for you). For example, if you become injured in an automobile accident, and the person who hit you was at fault, the person who hit you (and their insurance company) is the third party whose act or omission caused your illness or injury. You must cooperate with the Claims Administrator by providing information regarding your illness or injury and by agreeing to sign any necessary documents to enable the Plan to be subrogated on your claim. To enforce the Plan's subrogation rights, the Plan Administrator may:

- ▶ Place a lien against a third party to the extent benefits have been paid;
- ▶ Bring an action on behalf of the Plan, or on your behalf, against the third party, and/or
- ▶ Cease paying benefits until you provide the Claims Administrator with the documents necessary for the Plan to exercise its rights and privileges of subrogation.

Third Party Reimbursement

If the Plan pays your medical or dental benefits for a sickness or injury that was caused by an act or omission of a third party, the Plan has the right to be repaid for any medical or dental benefits from any settlement, judgment or insurance proceeds you receive, including, but not limited to, proceeds of:

- ▶ Settlement with or judgment against whoever was or may have been responsible for all or any percentage of the injury or sickness, or such responsible person's insurance carrier, and/or
- ▶ Any policy or policies of insurance, whether the covered Plan member's or any other person's, including, but not limited to, the proceeds of medical payments coverage, uninsured motorist coverage, and underinsured motorist coverages.

You must repay the Plan on a first dollar basis (meaning that the Plan has a right to be repaid first from any monies you receive). The Plan has a right to be reimbursed whether or not the third party admitted liability for the payment, whether or not a portion of the settlement, judgment or insurance proceeds was identified as a reimbursement of medical or dental expenses, and whether or not you are made whole by the settlement, judgment or insurance proceeds.

You must furnish such information and assistance as requested, in order to facilitate enforcement by the Plan of this reimbursement provision.

You agree, by accepting benefits under the Plan, to provide the Claims Administrator with a lien, to the extent the Plan has paid medical or dental benefits, to be filed with the responsible party or insurance company of the responsible party. You also agree to make direct and immediate reimbursement to the Plan if you receive any settlement, judgment or insurance proceeds.

If you do not reimburse the Plan from any settlement, judgment or insurance proceeds, the Plan may reduce any benefits for current or future medical expense benefits payable to you or payable on your behalf until the Plan has been fully reimbursed.

Recovery of Benefit Overpayments

If any benefit paid under the Plan should not have been paid or should have been paid in a lesser amount, the Plan Administrator reserves the right to request payment immediately. If you fail to repay the amount promptly on demand, the overpayment may be recovered by the Plan Administrator from any monies then payable, or which may become payable, in the form of additional benefits.

For the Walgreen Dental Plan, Delta Dental has the right to require you or your covered dependents have a dental examination, when and as often as may be reasonable.

If you die before all benefits have been paid, the remaining benefits may be paid to any relative or any person or corporation appearing to Delta Dental to be entitled to payment. The Plan will fully discharge its liability by making such payments.